

DRAFT

Tuolumne County Airports Policies and Procedures for Hangars, Tiedowns and Waiting Lists

January 12, 2015

I. GENERAL

A. Hangar and Tiedown Permit Eligibility

Only individuals may become hangar/tiedown permittees. Existing permits held by an entity other than an individual(s) shall continue until terminated or until other changes in policies affecting permits held by entities other than individuals are adopted by the Board of Supervisors. Qualifying individuals must be a minimum of eighteen (18) years of age and provide documentation of pilot's license, certificate or airmanship, or student pilot's medical certificate.

B. Qualifying for a Hangar or Tiedown

The applicant, after being notified of an offer of a hangar or tiedown is required to complete the following within thirty (30) days:

- Provide a copy of the Certificate of Insurance for the aircraft to be stored with amounts and coverages required by the County as described in Section V
- Provide a copy of the FAA registration for the aircraft to be stored listing the applicant as the owner or co-owner of the aircraft or otherwise complying with the County's requirement for aircraft ownership documentation as described in Section III
- Provide a copy of the applicant's pilot or student pilot certificate
- Complete the permit forms and present a valid driver's license or government photo identification indicating they are at least eighteen (18) years of age
- Hangar applicants must also provide copies of logbook entries indicating that the aircraft to be hangared has completed the required FAA airworthiness inspection within the preceding twelve (12) months in order to qualify for the airworthy rate as described in Section IV

Applicants who do not respond or who are unable to complete the required documentation within the thirty (30) day period will be removed from the list and their waiting list deposit forfeited. Applicants are encouraged to monitor their position on the list so as to be ready to provide the required documentation and accept the available space at the time it is offered.

Applicants who are or have been in default on any permit or agreement with Tuolumne County regarding airport hangars or tiedowns, or in violation of any airport rule, regulation, or requirement herein will be disqualified and be ineligible for a hangar or tiedown. Their names will be removed from any existing hangar or tiedown waiting lists and their deposit forfeited. An applicant will be notified when this occurs.

C. Declining a Hangar or Tiedown

An individual at the top of a list, who is offered a hangar or tiedown retains the first right of refusal while maintaining their position on the waiting list. Upon refusal the offer of a hangar or tiedown space will move on to each subsequent person on the list until an individual accepts. An individual at the top of the list, who is offered a hangar or tiedown space a second time may turn it down but will lose their position on the list, moving down to the bottom of the list. Any individual who turns down an offer of a hangar or tiedown space a third time will be dropped from the waiting list entirely and forfeit their waiting list deposit.

An Individual at the top of the list, who is offered a hangar or tiedown but prefers a different size hangar, hangar location, or tiedown from within the same respective list may decline the offered hangar or tiedown and remain on the top of the list until the desired hangar, hangar location or tiedown is available. Applicants who decline an offered hangar or tiedown in preference to another size space or location from within that respective list must state which size space or location they prefer and will be required to accept the first like-space that is offered or be deleted from the list and their waiting list deposit forfeited. Applicants who decline an offered hangar or tiedown in preference for a different size space or location from within that respective list will not be offered any size space or location other than the applicant's stated preferred size or location.

D. Eligibility for Hangar or Tiedown Waiting Lists

All applicants must be at least eighteen (18) years of age, pay the applicable deposit and show proof of a pilot's license or student pilot's certificate to be eligible to be added to a hangar or tiedown waiting list. Applicants are not required to own an aircraft at the time they apply to have their name placed on a waiting list, however, they must meet all of the eligibility requirements in order to qualify for a hangar or tiedown upon reaching the top of the list.

E. Maximum Number of Times an Individual may be a Permittee or Appear on a Hangar or Tiedown Waiting List

An individual may be a permittee on a maximum of four (4) spaces at each airport with not more than two (2) spaces being hangars at each airport. An individual may not appear more than once on any one waiting list. A hangar waiting list applicant who is already a permittee for two hangars at an airport and who reaches the top of the waiting list for a particular hangar category shall be required to surrender an existing hangar in order to accept the new hangar.

F. Adding a Name to an Existing Hangar or Tiedown Permit (Partnership)

An individual may partner with existing Permittee(s) and be added to an existing hangar or tiedown space permit provided the existing Permittee(s) provide written authorization to do so. However, the added individuals, while bound by all rules, policies, and ordinances pertaining to leasing a hangar or tiedown space with the county, will not be considered a permanent Permittee and will be conferred no rights or privileges under this policy for purposes of notice, appeal, agent designation, transfer

of interest or succession of the space permit until they have both applied for and reached the top of the waiting list for that respective hangar. A designee is required to be identified as the primary contact for all partnerships. This designation can be updated as the partners see fit.

In the event of a reserve space permit cancellation or termination at any point in time before an added individual becomes permanent, whether caused by the county or the original Permittee(s), all occupants must vacate the premises.

In the event the primary Permittee(s) or County cancels or terminates the reserve space permit prior to an added individual becoming a permanent added name to the reserve space permit through the hangar waiting list, all occupants must vacate the premises.

Applicants who have reached the top of a waiting list and who otherwise qualify for the space being offered may alternatively choose to add their name to an existing hangar or tiedown permit of the same category as the applicable list rather than accept the offered hangar or tiedown. Only those individuals who have gone through the waiting list (if a list exists) and are offered a space may add their name to an existing hangar or tiedown permit. Applicants must have written authorization from the existing hangar or tiedown Permittee(s) in order to add their name to an existing permit. The waiting list deposit will be applied towards the account the applicant is adding his or her name to. Applicants wishing to add their name to an existing permit must do so within thirty (30) days of reaching the top of the waiting list or be removed from the list and their waiting list deposit forfeited.

No more than four (4) individuals may be Permittees on a single hangar or tiedown permit. Existing permits with more than four (4) Permittees shall continue until terminated or until other changes in policies affecting the number Permittees allowed on a single permit are adopted by the Board of Supervisors. An individual wishing to add his or her name to an existing permit which would result in the total number of Permittees exceeding four (4), must first have existing Permittees drop off the permit so that the final number of Permittees does not exceed four (4).

No more than five (5) individuals may be Permittees on a single hangar or tiedown permit. Existing permits with more than five (5) Permittees shall continue until terminated or until other changes in policies affecting the number Permittees allowed on a single permit are adopted by the Board of Supervisors. An individual wishing to add his or her name to an existing permit which would result in the total number of Permittees exceeding five (5), must first have existing Permittees drop off the permit so that the final number of Permittees does not exceed five (5).

G. More than One Individual on the Same Waiting List Application

Up to four (4) individuals may share the same waiting list application provided all applicants provide copies of their pilot's license or student pilot's certificate and identification showing they are at least eighteen (18) years of age. The applicants must designate a single applicant as the sole contact person for the application.

Each individual listed on the application form must meet the aircraft registration and insurance documentation required by the County for the aircraft to be stored at the time their application has reached the top of the list and they are offered a hangar or tiedown. Any of the individual applicants who do not or cannot meet all of the requirements to qualify for the hangar or tiedown offered will not be allowed to place their name on the permit and will be dropped from the waiting list.

Multiple applicants who sign up on a single waiting list form will only be offered a single hangar or tiedown as a group upon reaching the top of the respective waiting list and are not entitled to a hangar or tiedown for each applicant.

H. Merging and Eliminating Lists

If the County merges two or more existing waiting lists together into one list, placement of applicants on the new list shall be based on the applicant's original signup date from the existing list. The placement of applicants with the same original signup date will be determined by lottery. If an individual does not wish to be placed on a new waiting list they must notify the airport in writing.

If the County should eliminate a particular type of hangar or tiedown for which there is an active waiting list, and does not merge that list into another existing list, that list shall be eliminated and applicants on that list will not be able to transfer their position onto another existing list other than as a new applicant. The applicant's original waiting list deposit will be transferred to their new position on the list.

I. Contact Information

Individuals on the waiting list are responsible for keeping their mailing address current at all times. All correspondence concerning the hangar waiting list will be sent certified mail, return receipt requested. If a certified mail receipt is not returned within one (1) week, then notification will be sent via a maximum of three (3) telephone calls with voice mail if available, and electronic mail with receipt, if available. If at any time a waiting list applicant fails to provide a response within forty-five (45) days to a communication from the County, that individual's name will be removed from the list and their waiting list deposit forfeited. Applicants updating their waiting list address and contact information shall do so in writing.

The Permittee for the hangar and tiedown account shall be the point of contact for all billing, notification and correspondence associated with their account. Change of address requests shall be made in writing by the Permittee. When more than one Permittees are on a single hangar or tiedown permit, those Permittees shall designate an individual Permittee as the sole contact and responsible individual for their account. If a Permittee of a hangar or tiedown fails to respond to a written communication from the County within sixty (60), days of the date such County communication is mailed, that account and permit shall be terminated.

If someone is going away from the County for an extended period of time they should notify the County as soon as possible and in writing.

J. Updating the Waiting Lists

The County will annually update the waiting lists to ensure the accuracy of the contact information and documentation for each applicant. Only the top ten (10) applicants on each waiting list will be notified and updated. Applicants who fail to respond or who do not provide the required documentation to the airport office within forty-five (45) days of the notice being sent will be removed from the applicable list; their waiting list deposit forfeited and shall have no right to be reinstated in the same point on the list. Notifications will be sent via certified mail and failure of the applicant to receive or respond to this notification shall not be considered justification for reinstatement.

K. Posting the Lists

The waiting lists will be posted in the airport terminal lobby and on the County Airport website.

L. Exchanges of Hangars Between Permittees

Hangar Permittees may voluntarily choose to exchange like spaces with another Permittee with the same category of hangar (i.e., exchanging one 82' Hangar for another 82' Hangar) provided both permittees agree to the exchange and have the prior written approval of the Airport Manager. Exchanges of hangars or other spaces from different categories (i.e. Old Hangars for New Hangars, etc.) are not permitted.

M. Subletting

Subletting of hangar and tiedown spaces, except as provided for below, is prohibited.

Permittees may request authorization to temporarily sublet their hangar or tiedown for up to ninety (90) days by submitting a completed *“Request for Temporary Sub-Lease Agreement”* form to the Airport Manager. Temporary sublets will not be approved more than once in any one-year period or within nine (9) months following the end of any previous temporary sublet. Copies of the sublease must be approved by and be on file at the Airport Manager’s Office prior to a sublease being executed. The Airport Manager shall be notified upon termination of the sublease.

Hangar Permittees may request authorization to store a secondary aircraft in their hangar by submitting a completed *“Storage Information for Secondary Aircraft in Hangar”* form to the Airport Manager. The Permittee’s primary aircraft of record must continue to be stored in the hangar.

Aircraft in temporary sublets as described above are not required to list the Permittee as Named Insured on the aircraft’s Certificate of Insurance. All other insurance requirements listed in Section VI, shall apply. Permittees secondary aircraft stored in their hangar will be required to list the Permittee as Named Insured on the aircraft.

With the exception of all hangar types in the County, only the Corporate Box Hangars at Columbia Airport may be sublet on a long term basis. The primary permit holder must continue to store their aircraft in the hangar. The sublet must be approved by the Airport Manager prior to execution. All subleases must incorporate the updated

hangar policies. In the event of a sublease termination the sub lessee must immediately vacate the premises and the Airport Manager must be notified. The primary permit holder may not assess a rate greater than the equal share of the number of sub lessees on the premises.

All subleases will terminate on the date that the primary lease is terminated.

N. Airport Fixed Based Operators and Concessionaires

Fixed Base Operators (FBOs) and Concessionaires at Columbia and Pine Mountain Lake Airports shall be required to comply with the terms and conditions of their lease and concession agreements with the County as they relate to any hangar or tiedown assignments.

FBOs and Concessionaires may obtain up to two (2) hangars for personal use. Aircraft stored in these hangars may not be in the business name or be in support of the business itself. Stored aircraft in personal hangars are for strict personal use only.

O. Cancellation

Permittees of hangar and tiedown accounts shall provide the County written thirty (30) day notice of cancellation. Tenants are responsible for ensuring the space they are vacating is clean and free of all materials, equipment and debris.

Hangar and tiedown agreements shall be for a minimum period of ninety (90) days. Permittees wishing to cancel their agreement prior to the end of the initial ninety (90) day period are responsible for the applicable rental deposit through the end of the ninety (90) day period or thirty (30) day notice of cancellation, whichever is later.

P. Survivorship

Other than a permits having more than one Permittee, hangar and tiedown permits shall have no right of survivorship or succession. In the event Permittee is deceased or incapacitated, the Permittee's authorized personal representative, upon providing the County with satisfactory documentation of authority and keeping payment of fees current, may continue storage of aircraft under the permit for up to six (6) months so that arrangements may be made for the orderly disposition of stored aircraft.

Q. Enforcement and Termination

Termination and Revocation

a. Notice of Violation and Opportunity to Correct (NOV/OTC)

Proceedings may commence to enforce any hangar and tiedown permit as a result of non-compliance with any law, regulation, ordinance or any of the requirements herein. A *Notice of Violation and Opportunity to Correct* containing all conditions constituting non-compliance shall be mailed by certified mail, return receipt requested, or in compliance with Tuolumne County Ordinance Code Chapter 1.10, to Permittee. The NOV/OTC shall notify Permittee that failure to cure all listed violations within thirty (30) days of such notice may result in a *Notice and Order* revoking the permit, denying

access to the hangar or tiedown ordering abatement of the non-compliance at the expense of the Permittee, or any other remedy allowed by law or equity.

b. Notice and Order

The County may send the Permittee a *Notice and Order* in the same manner as the NOV/OTC containing the following:

1. An order terminating the permit;
2. An order directing the Permittee(s) to vacate the hangar or tiedown by removal of all personal property therein and surrender possession to the County within fourteen (14) days of the date of the *Notice and Order*;
3. Notice that failure to vacate and surrender possession as ordered shall result in the denial of Permittee's access to the hangar or tiedown, including any stored personal property;
4. Notice that, in the event the hangar or tiedown is not surrendered and vacated as ordered, the County will abate any non-compliance listed in the NOV/OTC in any manner at the sole discretion of the County and at the Permittee's expense.

c. Preliminary Lien Notice

After abatement, the County may issue and send to Permittee in the same manner as an NOV/OTC a *Preliminary Lien Notice* for any nonpayment of fees and costs of abatement that contains the following:

- a) An itemized list of fees or abatement costs due and payable;
- b) An advisement that failure to pay the listed amounts within fourteen (14) days of the date of the *Preliminary Lien Notice* shall result in a lien as described below;
- c) The name, street address and telephone number of the County staff whom the Permittee may contact to respond to the notice.

For nonpayment of fees or reimbursement of abatement costs, a contractual lien is created similar to that described in California Business and Professions Code Section 21702 upon all aircraft and other personal property of Permittee stored upon or within any County facility. In the event Permittee fails to pay any fees or costs due County under this Permit, Permittee's property will be subject to a Claim of Lien and upon due notice may be sold at Lien Sale to satisfy the lien, if the fees, costs, storage and other charges due remain unpaid for ninety (90) consecutive calendar days, or may be removed to another storage site at Permittee's expense. The parties agree that County is given a lien, that County may sell such property at a duly constituted Lien Sale subject to the above-stated conditions, and that any property on which no bids are received may be disposed of as worthless.

The rights provided by this permit, which is also an agreement under the California Self-Storage Facility Act, shall be in addition to and shall not limit all other rights provided by law to a creditor.

Appeals

The Permittee may appeal any County decision made pursuant to these policies except for this provision "Enforcement and Termination," in which case only the Notice and Order may be appealed. All appeals must be in writing setting forth all grounds for appeal.

- a. Initial Appeal. A Permittee may initiate an appeal by written letter submitted to the County Administrator's Office within ten (10) days of the issuance of the Notice and Order or other appealable County decision. Any review by the County Administrator or his/her designee shall be limited to the grounds specified in the written appeal. The County Administrator shall schedule an informal hearing within thirty (30) days after submittal of the appeal and allow the Permittee an opportunity to address the issues on appeal. Formal rules of evidence shall not apply. The County Administrator shall issue a written decision within thirty (30) days after hearing, and mail it to Permittee by the same means as an NOV/OTC.
- b. Final Appeal. The decision of the County Administrator may be appealed to the Board of Supervisors by submitting to the Clerk of the Board, within ten (10) days after the date of the County Administrator's written decision, a letter setting forth any grounds for appeal before the County Administrator together with the applicable appeal fee. The decision of the Board of Supervisors shall be final.

II. WAITING LISTS

A. Hangar Waiting Lists:

1. Columbia Airport:

a) Corporate Box Hangar Waiting Lists

Corporate Box Hangars are currently hangars A-E in Row I. Position on the Corporate Box Hangar Waiting List is determined by the applicant's position from the December 2014 Corporate Box Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

Applicants that do not have an aircraft at the time a Corporate Box Hangar is offered to them will have their name removed from the hangar waiting list and their deposit forfeited.

Applicants will be issued a Temporary Reserve Space Permit and have ninety (90) days to acquire an aircraft at the time a Corporate Box Hangar is offered to them. Failure to acquire an aircraft in time will result in revocation of the Temporary Reserve Space Permit. In this event, applicants will have their name removed from the hangar waiting list and their deposit forfeited.

b) 82 Hangar Waiting List

82 Hangars are currently hangars 42 through 55. 82 Hangars are smaller than hangars from the Corporate Hangar category. Position on the updated 82 Hangar Waiting List is determined by the applicant's position from the 2014 New Hangar Waiting List, and from the sign-up date of subsequent qualifying applicants.

Applicants that do not have an aircraft at the time an 82 Hangar is offered to them will have their name removed from the hangar waiting list and their deposit forfeited.

Applicants will be issued a Temporary Reserve Space Permit and have ninety (90) days to acquire an aircraft at the time a Corporate Box Hangar is offered to them. Failure to acquire an aircraft in time will result in revocation of the Temporary Reserve Space Permit. In this event, applicants will have their name removed from the hangar waiting list and their deposit forfeited.

c) New Hangar Waiting List

New hangars are currently hangars 26 through 41. Assignment of Half-hangars will be determined by the applicant's position on the New Hangar waiting list. A qualifying applicant's position on the New Hangar waiting list will be determined chronologically by application date.

Applicants that do not have an aircraft at the time a new hangar is offered to them will have their name removed from the waiting list and their deposit forfeited.

Applicants will be issued a Temporary Reserve Space Permit and have ninety (90) days to acquire an aircraft at the time a Corporate Box Hangar is offered to them. Failure to acquire an aircraft in time will result in revocation of the Temporary Reserve Space Permit. In this event, applicants will have their name removed from the hangar waiting list and their deposit forfeited.

d) Old Hangar Waiting List

Old hangars are currently hangars 1 through 25. Assignment of Old hangars will be determined by the applicant's position on the Half-hangar waiting list. A qualifying applicant's position on the Half-hangar waiting list will be determined chronologically by application date.

Applicants that do not have an aircraft at the time an Old hangar is offered to them will have their name removed from the waiting list and their deposit forfeited.

2. Pine Mountain Lake Airport:

a) Standard Hangar Waiting List

Standard Hangars are currently hangars 1 through 5 and. Position on the Standard Hangar Waiting is determined by the signup date of the applicant.

B. Tiedown Waiting Lists

There are currently no active tiedown waiting lists. The County will create a waiting list for a particular type of tiedown if the demand for that type of County owned tiedown (i.e. regular, taxi-in, large aircraft, etc.) exceeds the supply of said tiedowns. An applicant's position on a tiedown list will be determined by the signup date.

C. Deposits Required for Waiting Lists

A deposit will be charged and collected at the time an applicant applies or reapplies to have his/her name placed on a hangar or tiedown waiting list. Deposits associated with hangar and tiedown waiting lists may be established and set in the future by the Tuolumne County Board of Supervisors. Deposits for hangars and tie-downs are currently as follows:

- Columbia Corporate Box Hangar Waiting Lists: \$Current Ones Months Rent
- Columbia 82 Hangar Waiting List: \$Current One Months Rent
- Columbia New Hangars Waiting Lists: \$Current One Months Rent

- Columbia Old Hangar Waiting List: \$Current One Months Rent
 - Pine Mountain Lake Hangar Waiting List: \$Current One Months Rent
 - Tiedown Waiting Lists: \$Current One Months Rent
 - An applicant may choose to be on more than one list but will be required to deposit the higher deposit related to the lists they wish to be on. (i.e., An applicant wishing to be on the 82' and New Hangar wait lists will be required to pay the higher 82' deposit amount, but not be on the Corporate Box Hangar wait list. An applicant on the Corporate Box Hangar wait list may be on all lists as they have paid the highest deposit.)
- An applicant will be required to deposit earnest money in the amount of three hundred dollars (\$300.00) regardless of storage space sought for each time his/her name appears on a particular list. Applicants will be placed on a waiting list only when the required earnest money is deposited with the Airport Administrative Staff. Interest will not be paid by the County on deposit(s).
- The top ten (10) applicants on a waiting list will be required to deposit earnest money in the amount of three hundred dollars (\$300.00) regardless of storage space sought for each time his/her name appears on a particular list. Applicants will be placed on a waiting list only when the required earnest money is deposited with the Airport Administrative Staff. Interest will not be paid by the County on deposit(s).

III. AIRCRAFT OWNERSHIP DOCUMENTATION REQUIREMENTS FOR THE STORAGE OF AIRCRAFT WHERE THE PERMITTEE IS NOT LISTED ON THE FAA REGISTRATION

A. Aircraft Registered to LLCs, Corporations, Partnerships or other Entities

Aircraft registered with the FAA to an entity such as a limited liability company (LLC), corporation or partnership may be stored in a hangar or tiedown provided the following additional conditions are met:

1. The Permittee must submit a copy of the entity's articles of organization, articles of incorporation, operating agreement or other legal agreement by which the parties are organized.
2. *Hangar* Permittees shall also submit a completed "*Affidavit of Compliance with Tuolumne County's Aircraft Ownership Requirements*" form provided by the County affirming:
 - that the aircraft to be hangared is owned by the entity
 - that the Permittee owns an equal pro rata share (minimum 20%) or greater interest in the entity
 - that the entity's submitted agreement is current and accurate and that no other agreements exist other than those submitted to the County
3. *Hangar* Permittees shall submit their agreement and affidavit to the County upon initial hangar rental and yearly thereafter.
4. The permittee shall notify the County of any change in the entity's structure or ownership within thirty (30) days of the change and provide the County with an updated copy of the agreement and affidavit as required.

B. Insurance Requirements for Aircraft where the Permittee is Not Listed on the FAA Registration

A Permittee who has an aircraft stored in a hangar or tiedown and registered to an entity other than an individual, may elect to list the partnership or corporate entity as the Named Insured on the aircraft's Certificate of Insurance. All other insurance requirements listed in Section V, shall apply.

IV. HANGAR STORAGE OF AIRWORTHY, NON-AIRWORTHY AND AIRCRAFT UNDER CONSTRUCTION

A. Hangar Storage of Airworthy Aircraft

1. Hangar Rates for Airworthy Aircraft

Hangars shall be rented to owners of airworthy aircraft at the rate set by the Board of Supervisors, as that rate may be adjusted from time to time. An aircraft shall be determined to be airworthy at the time of the initial hangar rental and at a specific

time once a year thereafter, where the Permittee provides documentation that the aircraft has been inspected and meets the FAA's airworthiness criteria.

2. Documentation Required to Receive the Airworthy Aircraft Hangar Rate

Hangar Permittees with airworthy aircraft shall provide copies of their aircraft's maintenance logbook entries documenting that the aircraft has successfully completed the required FAA airworthiness inspection within the preceding twelve (12) months, or otherwise document that the inspections required by the FAA have been performed.

Hangar Permittees shall also provide insurance coverage for "flight" and "passengers" as described in Section V, before an aircraft may be considered as airworthy and the rental rate adjusted for airworthy aircraft.

B. Hangar Storage of Non-Airworthy Aircraft and Aircraft Under Construction

1. Hangar Rates for Non-Airworthy Aircraft and Aircraft Under Construction

An aircraft that does not meet the criteria for airworthiness as described above shall be considered non-airworthy, and the Permittee's monthly hangar rate shall be adjusted to the non-airworthy rate which is double the regular airworthy rate for that type and size of hangar. No reduction in rent shall be considered by the Airport Manager until such time as the hangar Permittee provides the required information to determine that the aircraft is airworthy. No rebate or reduction in rent will be given for fractions of months or for those months when the information was not provided.

2. Aircraft Under Construction

Hangar Permittees who are in the process of building an aircraft shall be required to show proof that they own the aircraft that will be stored in the hangar or that they are in possession of the major components including the engine, for that aircraft.

3. Insurance Requirements for Non-Airworthy Aircraft and Aircraft Under Construction

Permittees with non-airworthy aircraft or aircraft under construction are not required to provide insurance coverage for "flight" or "passengers" on the aircraft's Certificate of Insurance. All other insurance requirements listed in Section V, shall apply.

C. Extensions of Airworthy Aircraft Hangar Rates for Non-Airworthy Aircraft

1. Request for Six (6) Month Extension of Airworthy Aircraft Rate

Hangar Permittee's who are actively working towards bringing their aircraft into an airworthy condition can request a one-time extension of the regular airworthy aircraft hangar rate for up to six (6) months by submitting a completed "Request for One-Time Six-Month Extension of Airworthy Aircraft Hangar Rate for Non-

Airworthy Aircraft" form to the Airport Manager. This request will be granted provided the hangar Permittee shows documentation that they are making significant progress in bringing their non-airworthy aircraft into an airworthy condition.

2. Request for Special Extension of Airworthy Aircraft Rate

Hangar Permittee's may also request a special extension of the regular airworthy aircraft hangar rate by submitting a completed "Special Request for Extension of Airworthy Aircraft Hangar Rate for Non-Airworthy Aircraft" form to the Airport Manager. An extension will be granted only in cases where the hangar Permittee can document that he/she has made every effort to complete the annual inspection, and that its completion, at no fault of their own, is delayed due to circumstances outside of their control such as an FAA Airworthiness Directive, backorder of parts, etc.

D. Temporary Suspension of Airworthy Requirements for a Specific Hangar Category

The airworthy aircraft documentation requirements and doubled non-airworthy hangar rate described above may be temporarily suspended for a specific hangar category if the number of individuals on the waiting list for that hangar category is reduced to zero (0). The airworthy aircraft documentation requirements and doubled non-airworthy hangar rate will not be reinstated until twelve (12) months after the waiting list for that hangar category is reactivated and a minimum of ten (10) individuals have added their name to the waiting list. Existing hangar permittees from within that hangar category will be notified when this occurs.

V. INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Aircraft Insurance Requirements

Permittees are required to provide a copy of the Certificate of Insurance for their aircraft with the following amounts and coverages required by the County or as may be amended in the future by the County Risk Manager:

- Aircraft liability coverage in the minimum amount of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage with a minimum sub-limit of \$100,000 each person
- Coverage for both Ground and Flight operations
- Coverage for all passengers
- List the Permittee as *Named* Insured
- List the "County, its elected or appointed officials, employees, agents and volunteers" as Additional Insureds with a waiver of subrogation against the same
- Include a thirty (30) day advance notice of cancellation

B. Insurance Requirements for Secondary Hangared Aircraft and Temporary Sublets

Aircraft in temporary and long term sublets in accordance with Section I, M, are not required to list the Permittee as Named Insured. All other insurance requirements listed above in Section V, A, shall apply.

C. Insurance Requirements for Aircraft Where the Permittee is Not Listed on the FAA Registration

A Permittee with an aircraft stored in a hangar or tiedown and registered to an entity other than an individual in accordance with Section III, may elect to list the partnership or corporate entity as the Named Insured on the aircraft's Certificate of Insurance. All other insurance requirements listed above in Section V, A, shall apply.

D. Insurance Requirements for Non-Airworthy Aircraft and Aircraft Under Construction

Permittees with non-airworthy aircraft or aircraft under construction in accordance with Section IV are not required to provide insurance coverage for "flight" and "passengers". All other insurance requirements listed above in Section V, A, shall apply.

E. INDEMNIFICATION

Permittee shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the storage of aircraft provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Permittee, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's deposits, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Permittee. Permittee's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Permittee shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of the Reserve Space Permit.

VI. GENERAL RULES AND POLICIES PERTAINING TO HANGAR AND TIEDOWN USE

Use of storage spaces shall be in accordance with the following additional terms and conditions:

1. Permittee shall obey all rules, regulations, laws, ordinances and directives of any legally constituted authority now in force or hereafter promulgated with respect to the use of the Columbia and Pine Mountain Lake Airports.
2. Permittee, with FAA certified aircraft or experimental aircraft, agrees to limit aircraft repair and maintenance performed by Permittee in the storage area to that which does not violate fire regulations, cause structural damage to airport property, including surfaces, or detract from clean and orderly appearance of airport or storage area; and to limit such repair and maintenance to that which Permittee is authorized by FAA regulations; and further Permittee agrees that any other aircraft repair, maintenance, installation, or other aeronautical activity service performed on the aircraft at a County Airport shall not be done by a person engaging in such work as a business activity unless such person holds a valid concession agreement with County authorizing performance of same.
3. This Permit is solely intended to allow Permittee the temporary, limited and non-exclusive access to and use of County facilities upon or within which to place or store aircraft, or in the case of a hangar, personal property associated with the aircraft identified on the permit.
 - a) Permittee further agrees that premises will not be used for operation of any business or for human or animal occupancy, nor shall non-aircraft vehicles be parked on the taxilane areas (i.e., those areas between and at the end of each row of hangars) except for limited periods while loading or unloading aircraft-related items. Trash or other materials shall not be allowed outside the premises used. Permittee agrees he/she will not use the premises for any unlawful purpose.
 - b) Each aircraft hangar Permittee may store one boat, car, motorcycle, snowmobile, or other operational motorized conveyance if the size of the conveyance does not exceed the size of a passenger car. No motor homes or houseboats shall be stored in the hangars.
 - c) Permittee shall not store or stock equipment and materials, including fuel, fueling vehicles, and other flammable materials such as explosives, paint, varnish, thinner, gasoline, etc., so as to constitute a fire hazard and shall store in hangar only aircraft and associated equipment, supplies, tools, and furnishings related to the operation, servicing, repair, or construction of the aircraft identified on the top of this form.
4. The Airports Manager or his designated representative may perform an annual inspection of hangars upon 24 hours notice to ensure compliance with this permit or any laws, regulation or ordinances. The County or Fire Marshal may enter a hangar for any other cause and at any time without notice.
5. Permittee further agrees not to modify structure or wiring, nor paint, remove, deface, bend, drill, cut, or otherwise alter any portion of the premises without prior written permission of the Airport's Director.

1. Do not interfere with the aeronautical use of the hangar
2. Do not displace the aeronautical contents of the hangar
3. Do not impede access to aircraft or other aeronautical contents of the hangar
4. Do not require a larger hangar than would otherwise be necessary if such items were not present
5. Occupy an insignificant amount of hangar space
6. Are owned by the hangar owner or tenant
7. Are not used for non-aeronautical commercial purposes (i.e., the tenant is not conducting a non-aeronautical business from the hangar including storing inventory)
8. Are not stored in violation of airport rules and regulations